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**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
SEATTLE DIVISION**

NUR FARAH; and CHOICE
TRUCKING LINES,

Plaintiff(s),

v.

CONVOY, Inc.; KEYSTONE FOOD
PRODUCTS; and SKINNY POPCORN
LLC,

Defendant(s).

Case No.: Number

INTERPLEADER & COMPLAINT
FOR DAMAGES

COMPLAINT

Plaintiffs NUR FARAH and CHOICE TRUCK LINES (“Plaintiffs”), by its attorneys, files this Complaint against Defendants CONVOY, INC. (“First Defendant”) KEYSTONE FOOD PRODUCTS (“Second Defendant”) and Skinny Popcorn LLC (“Third Defendant”) and allege as follows:

INTERPLEADER & COMPLAINT FOR DAMAGES - 1

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NATURE OF THE ACTION

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2
3 1. This is an interpleader action 28 U.S. Code § 1335 concerning
4 ownership of a shipment of popcorn contaminated with ants and presently stored
5 at premises belonging to Plaintiff in Franklin County, Ohio. In addition, plaintiff
6 has a breach of contract claim against First Defendant that may be subject to
7 arbitration. However, arbitration between Plaintiff and First Defendant cannot
8 determine rights – particularly the rights to and obligations of the burden of storage
9 and disposal of the contaminated popcorn – as there is no privity of contract
10 between Plaintiff and Second & Third Defendants.

11
12
13 2. Second & Third Defendants did not agree to arbitrate with Plaintiff;
14 therefore, the interpleader claim, which is based on the same facts and law, is
15 brought first to enable arbitration of the remainder of claims. Two or more adverse
16 claimants of diverse citizenship may claim to be entitled to, or on the hook for, this
17 popcorn.

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19
20 3. Plaintiff is seeking an order setting bond of \$500 payable into registry
21 of the court, or in any such amount as the court may deem proper, conditioned
22 upon compliance by the plaintiff with the future order or judgment of the court
23 with respect to the goods in his/its possession; to wit: the popcorn, and an order
24 permitting plaintiff to take steps necessary to dispose of said property at the
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1 Franklin County Sanitary Landfill in accordance with all local, state, and federal
2 laws at the expense of the Defendants, and each of them. Plaintiff also seeks an
3 order compelling arbitration under the agreement with First Defendant once the
4 ownership of the goods is addressed.
5

6
7 4. This complaint will also contain a formal prayer at its end (see below).

8 **THE PARTIES**

9
10 5. Plaintiff Nur Farah is an individual residing in 6056 COOPER
11 COLONY DR WESTERVILLE, OH 43081-8767 FRANKLIN COUNTY and a
12 citizen of the state of OHIO.
13

14 6. Plaintiff Choice Truck Lines Co is a corporation organized and
15 existing under the laws of the State of Ohio, with its principal place of business
16 located at: 6056 COOPER COLONY DR WESTERVILLE, OHIO 43081-8767,
17 FRANKLIN COUNTY.
18

19 7. First Defendant Convoy, Inc. is a corporation organized and existing
20 under the laws of the State of Washington, with its principal place of business at
21 1501 4TH AVE STE 1500 SEATTLE, WASHINGTON 98101-1221, KING
22 COUNTY.
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1 8. Second Defendant is a corporation organized and existing under the
2 laws of the State of Illinois, with its principal place of business at 5333
3 BIRCHWOOD AVE, SKOKIE, ILLINOIS 60077-3205, COOK COUNTY.

5 9. Third Defendant is a corporation organized and existing under the
6 laws of the State of West Virginia, with its principal place of business at 5 TOWER
7 BRIDGE 300 BARR W CNSHOHOCKEN, PENNSYLVANIA 19428
8 MONTGOMERY COUNTY.

10
11 **JURISDICTION AND VENUE**

12 10. This Court has original jurisdiction over this civil action under 28 U.S.
13 Code § 1335. The plaintiff has in his custody property worth \$500 or more, and
14 there are two adverse claimants of diverse citizenship who may claim rights.

16 11. There is complete diversity of citizenship between all Plaintiffs and
17 all Defendants in this case.

19 12. This Court has personal jurisdiction over First Defendant Convoy, Inc
20 because Defendant is incorporated in and has its place of business located within
21 this court's jurisdiction.

23 13. Venue in this district is proper under 28 U.S.C. § 1391(b)(2) because
24 a substantial part of the events or omissions giving rise to the claim occurred in
25 this district. Also, there is no district in which this action may otherwise be brought
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1 without entering a multiplicity of proceedings over both the contracts, and their
2 breach, and who the ultimate owner of the goods is without inconveniencing all
3 parties.
4

5 **FACTS**

6
7 14. Plaintiff is a truck driver. Legally, plaintiff is a motor carrier under
8 49 U.S.C. § 14706(a)(1).

9
10 15. Second and Third Defendants wanted to ship some popcorn, so they
11 contacted the First Defendant (a broker) who reached out to Plaintiff (a carrier) and
12 asked that he carry the load.

13
14 16. Plaintiff agreed to carry the load of popcorn. This agreement was
15 made subject to terms and conditions. Plaintiff accepted this load subject to these
16 terms. See **Exhibit A**. Plaintiff received this rate confirmation. See **Exhibit B**.
17
18 Convoy ID: DCL-960 Ref: 53584753

19
20 17. On August 27, 2020 Plaintiff collected and delivered the load on
21 schedule. The load was sealed when it was collected.

22
23 18. The load was rejected at its destination in Chicago by Third Defendant
24 because the goods were contaminated; the popcorn was overflowing with ants.

25
26 19. Plaintiff contacted First Defendant and had to wait four hours for a
27 response. First Defendant's agent or representative – on behalf of Convoy and
28

1 with apparent authority – offered verbally, which plaintiff accepted, for plaintiff to
2 return the load to the shipper on the express agreement that plaintiff would be paid
3 double for the round trip.
4

5 20. Plaintiff dutifully returned the goods to their origin in Pennsylvania,
6 however, the shipper Second Defendant refused to accept the returned goods. Then
7 plaintiff was directed by First Defendant to take the trailer for inspection at a
8 nearby location.
9

10 21. After three days of waiting, the plaintiff was instructed by First
11 Defendant's agent or employee to dump the goods in Pennsylvania.
12

13 22. Plaintiff was reticent to act as he felt he may wind up being
14 responsible to one party or another, so he requested that the instruction be in
15 writing, which request was declined, and instead that he was told to dump the
16 products.
17

18 23. When First Defendant refused to provide written instructions, plaintiff
19 returned to his home in Ohio where the trailer full of ant contaminated popcorn
20 remains.
21

22 24. Plaintiff has to date received no payment from the broker, shipper, or
23 intended receiver of the goods that remain in the possession of the carrier.
24
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1 25. After numerous complaints, someone came out and visually inspected
2 the container, took photographs, and left.
3

4 26. To date Plaintiff – who is a carrier has incurred costs including fuel,
5 storage, lost time, and now legal fees.
6

7 **FIRST CLAIM FOR RELIEF**

8 (Interpleader Action)

9 (Against Second & Third Defendants – Keystone Foods & Skinny Popcorn LLC)
10

11 27. The Plaintiff realleges and incorporates by reference its allegations to
12 Paragraphs 1 through 26.
13

14 28. The popcorn belongs to someone, and whoever it does ultimately
15 belong to, it does not belong to plaintiff. Plaintiff must incur expenses in order to
16 properly dispose of the goods (if they are accepted) at the FRANKLIN COUNTY
17 SANITARY LANDFILL which charges \$40.75 per ton for out of district direct-
18 haul solid waste. The plaintiff has been unable to use the trailer since, and despite
19 demand made on all Defendants, none has accepted responsibility or ownership.
20
21

22 **SECOND CLAIM FOR RELIEF**

23 (Account Stated)

24 (Against Defendants – Convoy, Inc.)
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1 29. The Plaintiff realleges and incorporates by reference its allegations to
2 Paragraphs 1 through 28.
3

4 30. On or about August 27, 2020, Plaintiff and Defendant entered into a
5 contract by which Plaintiff would carry goods as described from a pickup point to
6 a drop off point as described for the agreed upon sum of \$5,400. A true and correct
7 copy of this contract is annexed hereto as **Exhibit A** and **Exhibit B**. There was an
8 agreement between the parties fixing the amount owed at \$5,400. There was a
9 promise by First Defendant to pay the amount to plaintiff for the indebtedness.
10

11
12 **THIRD CLAIM FOR RELIEF**

13 (Breach of Contract)

14 (Against Defendants – Convoy, Inc.)
15

16 31. The Plaintiff realleges and incorporates by reference its allegations to
17 Paragraphs 1 through 30.
18

19 32. Plaintiff has duly performed all of his obligations and duties under the
20 contract, and the work was completed by September 1, 2020.
21

22 33. Defendant has breached the contract by refusing to pay Plaintiff the
23 agreed upon sum of \$10,800.00, despite accepting and using the work. By forcing
24 plaintiff to remedy a third party's defective performance, plaintiff has been left
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1 “holding the bag”, and rather than dealing with the problem properly as brokers
2 should, they have left it up to the truck driver.
3

4 34. On November 02, 2020, Plaintiff(s) demanded that First Defendant
5 fulfill its obligations under the contract, but Defendant refused.
6

7 35. On November 02, 2020, Plaintiff(s) demanded that Second & Third
8 Defendant fulfill their obligations and lay claim to their property, but Defendants
9 refused.
10

11 36. As a result of Defendant’s breach of contract, Plaintiff has been
12 damaged in an amount to be determined by the court, but no less than \$32,400.00.
13

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff respectfully requests that this Court enter a
16 judgment against Defendants, granting Plaintiff the following relief:
17

- 18 1. The defendants be required to interplead and settle among themselves
19 their rights to the property and that the plaintiff be discharged from
20 all liability;
21
- 22 2. Each defendant be restrained from instituting any action against the
23 plaintiff for recovery of the property or any part of it;
24
- 25 3. The award of the requested damages in the amount of \$32,400.00;
26
- 27 4. The award of costs of the suit and attorney’s fees,
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CONVOY

CONVOY – TERMS OF SERVICE AGREEMENT

Last Updated: July 21, 2017

This Terms of Service Agreement (the “**Agreement**”) describes the terms by which (“**Convoy, Inc.**”) offers to you, as a Shipper, access to its website www.convoy.com (the “**Site**”) and the associated mobile software application platform owned and operated by Convoy (“**Mobile App**”). Convoy provides an online and mobile platform (the “**Service**”) to connect Shippers with Carriers for the transportation of cargo whereby Shippers can submit a request for the transportation of cargo (“**Shipment**”). Carriers can accept such requests, and both Shippers and Carriers can track such requests. The Service includes access to all applications, content and downloads offered by Convoy, including the Site, Mobile App, and associated user content. Convoy does not assess the suitability, legality, regulatory compliance, quality or ability of any Shipper or shipped items scheduled through the use of the Service, and Convoy makes no warranty regarding the same.

This Agreement sets forth the terms for use of the Service by Shippers. By signing up and registering with Convoy or by accessing or using the Service, you are accepting this Agreement, on behalf of yourself or the company, entity or organization that you represent, and you represent and warrant that you have the right, authority, and capacity to enter into this Agreement, on behalf of yourself or the company, entity or organization that you represent. You may not access or use the Service or accept this Agreement if you are not at least 18 years old. Please read this Agreement carefully before using the Service. Use of the Service is conditioned on your agreement to all of the terms and conditions contained in the Agreement, including the policies and terms linked to or otherwise referenced in the Agreement, all of which are hereby incorporated into the Agreement. In the event any separate contract or like document governs or otherwise impacts the parties’ rights, obligations or relationship, this Agreement shall govern to the extent it does not conflict with the terms of any such other contract or like document.

Please refer to our [Privacy Policy](#) for information about how we collect, use and disclose information about users of the Service.

IF YOU DO NOT SO AGREE, YOU SHOULD DECLINE THIS AGREEMENT, IN WHICH CASE YOU ARE PROHIBITED FROM ACCESSING OR USING THE SERVICE.

1. DEFINED TERMS

1.1 “Carrier”

Carrier means a motor carrier as defined by 49 USC §13102(14) with authority issued by the federal and applicable state governments to haul cargo for hire. A Carrier who accesses or uses the Service is an independent contractor and remains solely responsible for screening, selecting, hiring, training, supervising, managing, assigning, and dispatching its drivers; as well as for the inspection and maintenance of its motor vehicle equipment and accessories. A Carrier is solely responsible for its own actions, omissions, training, oversight, compliance with regulatory and safety requirements, and all management of Carrier’s equipment, services, drivers, employees, contractors, agents and servants. A Carrier maintains sole control over the methods and results by which it performs cargo transportation services, and retains the sole duty to provide, maintain, manage and control the equipment, personnel, and expertise required to transport your cargo. Convoy is not an agent of any Carrier, and no Carrier is an agent of Convoy.

CONVOY IS NOT A MOTOR CARRIER. NO INTERPRETATION OF WRITTEN OR ORAL REMARKS IN ANY AGREEMENT OR DOCUMENT SHALL BE CONSTRUED TO IMPLY CONVOY IS A MOTOR CARRIER, OR THAT CONVOY IS SUBJECT TO THE REGULATORY OR LEGAL REQUIREMENTS OR LIABILITIES OF A MOTOR CARRIER. CONVOY HAS NO RESPONSIBILITY OR LIABILITY FOR ANY TRANSPORTATION OR MOTOR CARRIER SERVICES PROVIDED TO ANY SHIPPER OR ANY OTHER PARTY USING THE SERVICES.

1.2 Convoy

Convoy is a federally licensed freight broker as defined by 49 USC §13102(2) under authority granted by the Federal Motor Carrier Safety Administration (“FMCSA”) of the U.S. Department of Transportation. Convoy’s sole obligation is to arrange transportation of cargo by a Carrier that is appropriate and authorized to operate by all applicable governmental agencies. As a freight broker, Convoy does not take possession, custody or control of any cargo. Convoy does not assume any liability, possessory rights or obligations, and assumes no financial responsibility whatsoever, for cargo, including loss, theft, damage or delayed delivery thereof.

Convoy offers a platform to connect Shippers and Carriers, but does not provide actual transportation services or act in any way as a Carrier. It is the Carrier's obligation to provide transportation services, which may be scheduled through the use of the Service. Convoy has no responsibility for any shipping services provided to you as a Shipper by any Carrier.

1.3 "Shipper"

You, as a Shipper, are defined by 49 USC §13102(13), and warrant that you own, possess, or otherwise have rights to transport cargo you seek to ship by way of the Service.

1.4 "User"

A User is any entity which accesses or uses the Service, and may be a Carrier or a Shipper.

1.5 "User Content"

User Content means any and all information, data, textual, audio, and/or visual content, commentary and feedback related to the Service, ratings, reviews and other content that a User submits to, or uses with, the Service. User Content includes the information provided in a Shipment request or acceptance.

1.6 Convoy and you are independent contractors, and except to the extent required by law, no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

2. DESCRIPTION OF SERVICES

2.1 Shipment Requests

Convoy provides a platform via the Mobile App and Website (defined above as the "Service") through which you may submit proposed Shipments. You must provide the following information as part of requesting a Shipment:

- (a) The origin and destination addresses for the Shipment;
- (b) The requested dates for pickup and drop-off of the Shipment;
- (c) A description of the cargo being transported as part of the Shipment (including weight);
- (d) The specific equipment requirements; and
- (e) Any other information necessary for the safe and proper transportation of the cargo.

Convoy is not responsible for any Shipment terms entered into between you and any Carrier. Once Convoy accepts a Shipment for posting, the Shipment's details will be posted to the Service. You may cancel a Shipment at any time prior to a Carrier accepting it. A Carrier may view a list of the Shipments available to it at any time and accept a Shipment through the Service. Once a Carrier accepts a Shipment, it will be assigned to perform transportation services related to the Shipment. Upon a Carrier's acceptance, Convoy will notify you that the Shipment has been accepted. Convoy does not guarantee that a Shipment will be accepted by any Carrier.

2.2 Bills of lading and proofs of delivery

By Convoy's Terms & Conditions applicable to Carrier, Carriers whose services are engaged hereunder are instructed to issue bills of lading to their Shippers as required by 49 USC §14706(a)(1), and to upload copies of those bills of lading to the Service. Carriers are instructed not to name Convoy as either a shipper or consignee on any bill of lading. Once a Shipment is completed, the Carrier is instructed to post to the Service a proof of delivery signed by the authorized recipient.

As a value added service to you, but not as any legal or contractual obligation, Convoy may provide you and Carriers with trouble shooting, tracking, inquiry, and other services. In order to do so, however, Convoy must have access to the bill of lading a Carrier issues to you for the subject Shipment. In the event a Carrier fails to post a bill of lading to the Service, we may request that you post it yourself, or otherwise make it available to Convoy.

2.3 Completion of the Shipment

By Convoy's Terms & Conditions applicable to Carriers, Convoy instructs Carriers to upload to the Service a proof of delivery signed by the consignee once Shipments are completed, and send you any questions or concerns regarding the Shipment.

3. YOUR RESPONSIBILITIES

3.1 Representations and Warranties

You hereby represent and warrant as follows:

- (a) You will not use the Service to ship hazardous materials;
- (b) You own the shipped cargo or have all necessary rights to ship it;
- (c) You agree that Convoy will not be liable for loss, damage, theft, destruction, or delayed delivery of any cargo;
- (d) You are solely responsible for obtaining any first-party insurance to cover any anticipated losses of cargo; and
- (e) Your requested pick-up and delivery dates and hours will not require a Carrier to violate hours of service regulations under applicable law.

3.2 Claims for Loss or Damage

You are advised for informational purposes that a Carrier's liability for lost, destroyed damaged or delayed cargo in interstate and international transit generally is defined by 14 USC §14706 (referred to as "the Carmack Amendment") and by comparable state common law for intrastate transit. A Carrier may impose time limits for filing of loss and damage claims, as well as for filing any action at law for cargo loss or damage as provided by 49 USC §14706. We recommend you consult with a qualified attorney regarding any action you might wish to pursue against a Carrier based on lost, damaged, delayed or destroyed cargo.

Should you wish Convoy's assistance with or other participation in any claim for lost, damaged, delayed or destroyed cargo, you should file with Convoy its written notice of claim to Carrier. Convoy may facilitate processing of cargo claims; PROVIDED, however, you understand and agree that, notwithstanding Convoy's participation in or assistance with any cargo claim, Convoy is not liable for any cargo loss which was not proximately caused by Convoy's own wrongdoing.

3.3 Non-Solicitation

During the term of this Agreement, and for a period of one (1) year from its termination, you shall neither initiate nor accept any direct or indirect business relationship with any Carrier to which you are first introduced by the Service, or in connection with use of the Service. You understand that any such Carrier will offer and provide transportation services to it exclusively through the Service unless otherwise agreed by the parties in writing. Your obligation in this regard extends to instances where the Carrier contacts you and seeks to establish a business relationship that does not include Convoy. This provision shall continue in force beyond termination of this Agreement for one (1) year subsequent to termination.

If you book or otherwise makes available any direct or indirect business relationship with any Carrier that was first introduced to you by Convoy in violation of this Agreement, you shall be jointly and severally liable with the Carrier to Convoy for each such violation in an amount equal to twenty percent (20%) of all revenues invoiced by Carrier to you.

3.4 Cargo Description and Disclosures

You shall disclose to Convoy all information reasonably necessary for Convoy to arrange transportation in compliance with applicable regulatory, legal and industry standards. You shall also be responsible and liable for providing accurate description of cargo including without limitation commodity type, dimensions and weight, and any special handling requirements.

3.5 Cargo Securement

You shall bear the maximum responsibility allowed by law to review and accept or decline the Carrier's trailer for cleanliness, odor, leaks, dirt or other conditions that may be unacceptable to you. If a trailer or any equipment is unacceptable, it is your responsibility to refuse loading of the trailer. In such event, you may notify Convoy immediately and request alternative arrangements. You should ensure in coordination with Carrier that adequate blocking, bracing and packaging for the safe stowage of cargo is used.

You acknowledge that Convoy will never be in possession of any cargo being transported in connection with use of the Service, and that Convoy will not be responsible or have any role in the securement of cargo for transportation.

3.6 Shipping Documents

You shall not insert "Convoy" or "Convoy, Inc." on any receipt, bill of lading, manifest, or other shipping document. In the event you do so, such insertion shall be deemed to be for your convenience, or due to your oversight, and shall not operate to alter Convoy's status as a Broker, or the Carrier's status as the responsible

Carrier. The provisions set forth in any shipping document used by a Carrier or you shall not supersede, alter, or modify any term of this Agreement or add any liability or responsibility to Convoy.

4. CARRIER SELECTION

Convoy establishes and follows written procedures to evaluate Carriers prior to their use by Convoy. Convoy continues to evaluate certain Carriers at certain intervals, as set forth by Convoy's internal risk management and Carrier selection policies, which may be amended from time to time with or without notice to Carriers or Shippers. Convoy is not responsible in any way for the acts and/or omissions of Carriers or their drivers.

Convoy provides a means for Shippers and Carriers to rate and review each other and to have those ratings made available to other Users. We do not express any opinion, nor does Convoy make any assurances regarding, the truth or accuracy of any User reviews or ratings. Convoy does not regularly monitor or remove reviews or ratings, or any portion thereof, unless they contain Content we deem inappropriate.

5. PAYMENT TERMS

For each Shipment, you will pay Convoy the freight charge quoted to you upon acceptance of the applicable Shipment on the Service ("**freight charge**"), plus any additional charges you may incur related to the Shipment. Freight charges may include, but are not limited to, detention time which may be charged, by way of example, for time beyond 30 minutes at each location for trucks 26 feet or less in length and 120 minutes at each location for trucks over 26 feet in length, overnight storage due to your not being available or able to receive the Shipment from Carrier, any differences between costs for the actual Shipment and the description of the Shipment created on the Service. Convoy may change pricing for the Service (from time to time at its sole discretion) by updating the Site and Mobile App and without notice to Users. Carriers Convoy engages generally are required to provide advance notice of ancillary services for which they intend to charge additional fees, such as lump sum charges, specialized equipment needed for blocking, bracing, marking or securement, "truck ordered not used" fees, extra stop charges and driver assist charges. However, advance notice is not always possible or practical, and Convoy may not be able to receive and communicate to you carrier requests for approval of additional charges before the services are rendered. In that event, you agree to pay the costs of any accessorial and/or ancillary services which Convoy determines are reasonable and necessary.

You understand and agree that freight charges quoted to you for a specific transport may be increased or decreased at any time without notice unless and until accepted by your formally booking the transport; and that any accepted or quoted freight charges shall not apply to any future shipments you might seek to book with Convoy, as the costs of services evolve over time and are subject to changing market conditions.

Unless otherwise agreed by the parties, payment is due 30 days from the date of each booking, subject to standard interest charges at 12%/annum for late payment.

When it receives full payment of a freight charge (including all surcharges and accessorial charges), Convoy shall display a completed charge screen. This is your electronic receipt, and you should print or save it for your records. You warrant that you have the right to use any credit card(s), checks, or other payment means provided to Convoy and used to initiate payment of any freight charge. All information you provide to Convoy's third-party payment processor or to Convoy must be accurate, current and complete. You agree to immediately notify Convoy of any change in your billing address or the credit card or bank account used for payment hereunder.

You agree not to circumvent payments for scheduled or completed Shipments in any way. All payments shall be in United States dollars. Any amount that is not paid when due will accrue interest at twelve percent (12%) per annum or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. In the event Convoy is unable to collect all charges from you due to insufficient funds, you shall be liable for all costs and expenses incurred by Convoy in connection with collection of the freight charge, including costs and expenses of a third-party collection agency and attorneys' fees. Freight charges are non-refundable.

6. LICENSES

6.1 Accounts

In order to use certain features of the Service, you must register for an account with Convoy ("Account") and provide certain information as prompted by the registration and Shipment creation form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. You may cancel your Account at any time, for any reason, by contacting Convoy or following the instructions on the Service. You are responsible for maintaining the confidentiality of your Account login credentials and are fully responsible for all activities that occur under your Account. You agree to immediately notify Convoy of any unauthorized use, or suspected unauthorized use of

your Account or any other breach of security. Convoy is not liable for any loss or damage arising from your failure to comply with the above requirements.

6.2 Site

Convoy owns the Site and all intellectual property therein. Subject to the terms of this Agreement, Convoy grants you a limited, non-transferable, non-exclusive, revocable license to use the Site for your internal business use during the term of this Agreement.

6.3 Mobile App

Convoy owns the Mobile App and all intellectual property therein. Subject to the terms of this Agreement, Convoy grants you a limited, non-transferable, non-exclusive, revocable license to install and use the Mobile App, in executable object code format only, solely on your own handheld mobile device and for your internal business use during the term of this Agreement.

6.4 Restrictions

The rights granted to you in this Agreement are subject to the following restrictions:

- (a) You shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Service;
- (b) You shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Service;
- (c) You shall not access the Service in order to build a similar or competitive service; and
- (d) Except as expressly stated herein, no part of the Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means.

6.5 Limited Support

Users may contact Convoy's technical support center for any support-related issues arising from the use of the Service by following the instructions on the Service.

7. INSURANCE

Convoy agrees to maintain, at its own expense, at all times, at least the following insurance coverage amounts:

General Liability: \$1,000,000
Auto Liability: \$1,000,000
Contingent Cargo Liability: \$100,000

Upon request, Convoy may procure insurance coverage amounts that exceed these limits, and the evidence of such coverage shall be in the form of an insurance certificate provided to you on request. Convoy's maximum liability to you or Carrier for any loss shall be limited to Convoy's insurance policy terms and conditions and the dollar amounts for coverage hereinbelow.

Convoy's contingent cargo insurance is subject to the terms, conditions and certain limitations and/or exclusions as contained in the policy, and the terms, conditions and requirements as outlined within this Agreement, which are subject to change at any time. The existence of Convoy's contingent cargo insurance in no way shifts or places any legal or contractual liability on Convoy, nor does it exonerate the Carrier's duties and liabilities under the 49 USC §14706 or this Agreement.

8. OWNERSHIP

Convoy owns intellectual property rights in and to the Service, including but not limited to the Site, Mobile App, including all related software and servers, in and to Convoy's trademarks, service marks, trade names, logos, domain names, taglines and trade dress (collectively, the "**Marks**"). Users acknowledge and agree that Convoy owns all right, title, and interest in and to the Service, including all intellectual property rights therein. Users understand and agree that without a written license agreement with Convoy. Users may not make any use of the Marks. Except as expressly granted in this Agreement, all rights, title and interest in and to the Service, and in and to the Marks are reserved by Convoy, Inc.

9. MODIFICATION OF THE SERVICE

Convoy reserves the right, at any time, to modify, suspend, or discontinue the Service or any part thereof with or without notice. You agree that Convoy will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service or any part thereof.

10. LIMITATIONS ON USE OF THE SERVICE

You agree not to use the Service to upload, transmit, display, or distribute any User Content that: (a) violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; or (b) is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive (e.g., material that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual) or otherwise objectionable material of any kind or nature or which is harmful to minors in any way.

In addition, you agree not to use the Service to: (a) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (b) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (c) harvest, collect, gather or assemble information or data regarding other Users, including e-mail addresses, without their consent; (d) interfere with, disrupt, or create an undue burden on servers or networks connected to the Service or violate the regulations, policies or procedures of such networks; (e) attempt to gain unauthorized access to the Service, other computer systems or networks connected to or used together with the Service, through password mining or other means; (f) harass or interfere with another User's use and enjoyment of the Service; or (g) introduce software or automated agents or scripts to the Service so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Service.

Convoy reserves the right to review any User Content, investigate, and /or take appropriate action against you in its sole discretion, including removing or modifying User Content, terminating your Account, and/or reporting you to law enforcement authorities. However, Convoy has no obligation, to monitor, modify or remove any User Content.

11. USER CONTENT

11.1 User Content

You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. You hereby represent and warrant that your User Content does not violate any provision of this Agreement. For the avoidance of doubt, User Content may include third party content you submit. You agree not to submit third party content unless you have the consent of the applicable third party owner of such content. You may not state or imply that your User Content is in any way provided, sponsored or endorsed by Convoy. You acknowledge and agree that Convoy is not responsible for any loss or damage resulting from anyone's use or reliance on User Content and Convoy makes no guarantees regarding the accuracy, completeness, usefulness currency, suitability, or quality of any User Content, and assumes no responsibility for any User Content.

11.2 License

You hereby grant, and represent and warrant that you have the right to grant, to Convoy an irrevocable, nonexclusive, royalty-free and fully paid, sublicenseable, worldwide license, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels, now known or hereafter devised (including in connection with the Services and Convoy's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity. All rights in and to the User Content not expressly granted to Convoy in this Agreement are reserved by Users.

11.3 Anonymous Data

Convoy may create anonymous data records ("**Anonymous Data**") from your User Content by using commercially reasonable efforts to exclude any and all information (such as company name) that makes the data identifiable to you. Convoy may use and disclose Anonymous Data for any purpose, including improving the Service.

11.4 Disclosure

Convoy may share your User Content (a) with third party service providers; (b) if another company acquires Convoy; and/or (c) to comply with relevant laws, to respond to subpoenas or warrants or assist in preventing any violation or potential violation of the law or this Agreement.

11.5 Copyright Complaints and Copyright Agent – DMCA Provision

Convoy respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials on the Services infringe upon your copyrights, please send the following information to Convoy's Copyright Agent at support@convoy.com;

A description of the copyrighted work that you claim has been infringed, including specific location on the Services where the material you claim is infringing is located. Include enough information to allow Convoy to locate the material, and explain why you think an infringement has taken place;

A description of the location where the original or an authorized copy of the copyrighted work exists – for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;

Your address, telephone number, and e-mail address;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and

An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

We may terminate access, usage or subscription to the Site, as the case may be, for repeat infringers in appropriate circumstances.

12. THIRD PARTY SITES AND LOCATION INFORMATION

12.1 Third Party Sites

The Service might contain links to third party websites, services, and advertisements for third parties (collectively, "Third Party Sites"). Such Third Party Sites are not under the control of Convoy and Convoy is not responsible for any Third Party Sites. Convoy does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites. You use all Third Party Sites at your own risk. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third Party Sites.

12.2 Location Information

Location data provided by the Service is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage, or other loss. Neither Convoy, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data displayed by the Services, whether provided by Convoy, third party content providers, or Users.

Geolocational data that You upload, provide, or post on the Services may be accessible to certain Users of the Services. You assume any and all risk of providing such data to other Users of the Services.

13. INDEMNITY

13.1 Indemnification of Convoy

You agree to defend, indemnify and hold Convoy (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of your (i) use of the Service, (ii) User Content, (iii) interaction with any other User, (iv) violation of this Agreement; (v) violation of applicable laws or regulations; or (vi) your shipment. Convoy reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without Convoy's prior written consent. Convoy will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

13.2 Indemnification of you

By Convoy's separate Terms & Conditions applicable to Carriers, your Carrier agrees to defend, indemnify and hold you (and your officers, employees, and agents) harmless, including costs and attorneys' fees, from any and all damages, claims or losses arising out of its performance of this Agreement, to the extent such damages, claims or losses are caused by the negligence or intentional conduct of the Carrier or its employees or agents.

13.3 Indemnification of Carrier

You agree to defend, indemnify and hold Carrier (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any and all damages, claims or losses arising out of its performance of this

Agreement, to the extent such damages, claims or losses are caused by your or your employee' or agents' negligence or other intentional conduct.

14. CHOICE OF LAW

This Agreement shall be deemed executed in the State of Washington and shall be interpreted, in the event of a dispute arising hereunder, under the laws of Washington without regard to its conflicts of laws provisions. The parties specifically disclaim application of the United Nations Convention on Contracts for the International Sale of Goods.

15. DISPUTE RESOLUTION

In the event of a dispute arising out of this Agreement related to claims by or against Convoy, a party's recourse shall be exclusively settled through binding and confidential arbitration. Arbitration shall be subject to the Federal Arbitration Act. The arbitration shall be conducted before one arbitrator from the Transportation ADR Council, Inc. ("TAC"). Arbitration proceedings shall be conducted under the rules of the TAC.

Upon agreement of the parties, arbitration proceedings may be conducted outside of the administrative control of the TAC. The decision of the arbitrator shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of the arbitrator.

Arbitration proceedings shall be conducted in King County, Washington, or at such place as mutually agreed upon in writing by the parties. At any time, either party may apply to a court of competent jurisdiction in King County, Washington for injunctive or other equitable relief. In the event that either party is granted equitable relief, the party against whom judgment is entered shall be liable for all costs and expenses incurred by the prevailing party including, but not limited to, reasonable attorney fees. This paragraph shall not apply to enforcement of an award of arbitration.

The parties may also proceed in Small Claims Court in King County, Washington to resolve any dispute where reasonably expected damages are less than \$5,000. Unless preempted or controlled by federal law and regulations, this agreement shall be interpreted and enforced according to the laws of the State of Washington.

This paragraph does not apply to claims you may have against Carrier.

16. TERM OF AGREEMENT

This Agreement will remain in full force and effect while you use the Service. Convoy may at any time terminate this Agreement in its sole discretion if (a) you have breached any provision of this Agreement (or have acted in a manner that clearly shows you do not intend to, or are unable to, comply with this Agreement); (b) Convoy is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful); (c) Convoy has elected to discontinue the Service; or (d) for your poor performance as a Shipper in Convoy's sole discretion. Upon termination of this Agreement, your Account and right to access and use the Service will terminate immediately.

17. GENERAL PROVISIONS

17.1 Changes to Agreement

This Agreement is subject to occasional revision by Convoy. In the event of any material changes made to the Agreement, Convoy will notify you by electronic mail, or other means of communication, before your next use of the changes on the Service. Any changes to this agreement will be effective upon the earlier of (a) the date you accept the new terms or (b) thirty (30) calendar days following your receipt of the notice of the changes. These changes will be effective immediately for new Users of the Service. Continued use of the Service following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

17.2 Entire Agreement

This Agreement constitutes the entire agreement between you and us regarding the use of the Service. Convoy's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word "including" means including without limitation. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This Agreement may be executed in counterparts.

17.3 Assignment

This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Convoy's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.

17.4 Notices

All notices as required by any of the terms and conditions of this Agreement shall be deemed given with the notices prepared, adequately addressed and deposited in the United States mail, postage prepaid. Notices to Convoy are adequately addressed as follows:

Convoy, Inc.
1700 7th Ave, Ste 116 #287
Seattle WA 98101
Phone: 855-5-CONVOY; (855-526-6869)
Fax: (206) 519-6729
Email: support@convoy.com

17.5 Publication of Information

Convoy has your permission to identify you as a customer of Convoy or user of our Services and to reproduce your name and logo on the Site and in any other marketing materials.

If you provide Convoy any feedback, suggestions, or other information or ideas regarding the Service ("Feedback"), you hereby assign to Convoy all rights in the Feedback and agree that Convoy has the right to use such Feedback and related information in any manner it deems appropriate. Convoy will treat any Feedback you provide as non-confidential and non-proprietary. You agree that you will not submit to Convoy any information or ideas that you consider to be confidential or proprietary.

17.6 Severability

In the event that the operation of any portion of this Agreement results in a violation of any law, or if any provision herein is determined by a court of competent jurisdiction to be invalid or unenforceable, Shipper, Convoy and Carrier agree that such portion or provision shall be severable and that the remaining provisions herein shall continue in full force and effect. The terms and conditions set forth herein shall survive the termination of this Agreement.

17.7 Disclaimer

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." CONVOY EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CONVOY MAKES NO WARRANTY THAT THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE; OR (D) RESULT IN ANY REVENUE, PROFITS, OR COST REDUCTION. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CONVOY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

CONVOY'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION SERVICES WITH OTHER USERS, BUT YOU AGREE THAT CONVOY HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO THE SERVICES OR ANY TRANSPORTATION SERVICES COORDINATED OR OFFERED OR PURCHASED BY YOU THROUGH THE SERVICES OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. YOU ASSUME ALL LIABILITY AND RISK OF USING THE SERVICES AND COORDINATING AND/OR OFFERING TRANSPORTATION SERVICES.

WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR DISPUTES BETWEEN YOU AND OTHER USERS. PLEASE CAREFULLY SELECT THE TYPE OF INFORMATION THAT YOU POST ON THE SITE OR THROUGH THE SERVICES OR RELEASE TO OTHERS. WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER USERS

(INCLUDING UNAUTHORIZED USERS, OR "HACKERS"). CONVOY ONLY OFFERS TECHNOLOGY THAT ENABLES CARRIERS TO COORDINATE TRANSPORTATION SERVICES. CONVOY IS NOT A CARRIER. WE ARE NOT INVOLVED IN THE ACTUAL TRANSPORTATION OF CARGO. AS A RESULT, WE HAVE NO CONTROL OVER THE QUALITY OR SAFETY OF ANY VEHICLE, CARGO OR OF THE TRANSPORTATION THAT OCCURS AS A RESULT OF THIS SERVICE; NOR DO WE HAVE ANY CONTROL OVER THE TRUTH OR ACCURACY OF USERS' INFORMATION LISTED ON CONVOY. WE RESERVE THE RIGHT TO CHANGE ANY AND ALL CONTENT, SOFTWARE AND OTHER ITEMS USED OR CONTAINED IN THE SERVICES AT ANY TIME WITHOUT NOTICE.

THE SERVICE MAY BE TEMPORARILY UNAVAILABLE FROM TIME TO TIME FOR MAINTENANCE OR OTHER REASONS. CONVOY ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER COMMUNICATIONS. CONVOY IS NOT RESPONSIBLE FOR ANY TECHNICAL MALFUNCTION OR OTHER PROBLEMS OF ANY TELEPHONE NETWORK OR SERVICE, COMPUTER SYSTEMS, SERVERS OR PROVIDERS, COMPUTER OR MOBILE PHONE EQUIPMENT, SOFTWARE, FAILURE OF EMAIL OR PLAYERS ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY SITE OR COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO A USER'S OR TO ANY OTHER PERSON'S COMPUTER, MOBILE PHONE, OR OTHER HARDWARE OR SOFTWARE, RELATED TO OR RESULTING FROM USING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE WEB AND/OR IN CONNECTION WITH THE SERVICES.

17.8 Limitation of Liability

CONVOY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CONVOY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

CONVOY SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICE OR YOUR INABILITY TO ACCESS OR USE THE SERVICE; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY OTHER USER OR ANY THIRD PARTY. CONVOY SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND CONVOY'S REASONABLE CONTROL. IN NO EVENT SHALL CONVOY'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICE FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED U.S. DOLLARS (US \$500.00).

THE LIMITATIONS AND DISCLAIMER IN SECTIONS 10, 17.7, and 17.8 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

THE ASSUMPTION OF RISK AND LIMITATION OF LIABILITY SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN CONVOY AND YOU.

17.9 Headings

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

If you have any questions about this Agreement, please contact Convoy at support@convoy.com



1700 7th Ave., Suite 116 #287, Seattle, WA 98101
| (425) 214-1769

CHOICE TRUCK LINES CO | DCL-960

PAYOUT: \$5,400.00

Subject to and consistent with Convoy's Carrier Terms of Service and the Convoy Privacy Policy, this document confirms that you have been assigned as the carrier for Load **DCL-960** and will receive a payout in the amount of **\$5,400.00**. Pickup is in **Easton, PA** on **8/27 14:00 EDT** with Trailer Type: **53' Dry Van (no Reefer), Full Truckload**

***** BOLs must include in/out times with a signature from the facility to qualify for detention. See details below. *****

REFERENCE ID:

Your shipment Reference ID is 53584753.

FREE QUICKPAY:

Payouts are initiated within 1 business day of uploading the signed BOL if you meet the following qualifications:

- The Driver is assigned and uses the Convoy App, including updating completion events at each stop.
- The Driver's phone has location services turned on during the entirety of the Load, starting 3.5 hours prior to the scheduled pickup appointment end time.
- A clear picture of all signed Bills of Lading (BOL) is added via the Convoy App or <https://carrier.convoy.com> within 24 hours of load completion.

FALL OFF:

Falling off this load may impact your ability to receive future work from Convoy.

LUMPER POLICY:

Lumper receipts must be submitted within 48 hours of shipment completion. Receipts submitted after 48 hours will result in either failed reimbursement OR deduction of the lumper total from the rate for those paid via EFS.

BOLS:

Convoy does not accept mailed BOLs. Please upload all BOLs via the Convoy App or <https://carrier.convoy.com>.

TRAILER BILLBACKS:

Per the terms and conditions of the Trailer Use Agreement, Convoy reserves the right to recover costs incurred during trailer use such as damage or toll fees and may elect to offset these charges from future payments owed to the carrier.



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LOAD DETAILS

Convoy ID	DCL-960
Reference ID	53584753
Trailer Type	53' Dry Van (no Reefer), Full Truckload
Accessorials	food grade
Weight	7862 lbs
Full Truckload	Food products Masks are now required to be worn by our employees and carriersâ€™ drivers at all Dart/Solo locations. You should be prepared with mask or face covering as you will not be allowed into the shipping office without one. The facility will not be supplying masks so you are required to bring your own.



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STOP DETAILS

PICKUP

APPOINTMENT NO. 54724RS

Appointment Aug 27 2020, 14:00 EDT

KEYSTONE FOODS

3767 Hecktown Rd

Easton, PA 18045

Convoy Operations Team - (855) 526-6869

NOTES:

PO: Reference Number: 6521074 BOL Number: 24258

Customer Code: AMP, false

DELIVERY

APPOINTMENT NO. 54724RS

Appointment Aug 28 2020, 21:30 CDT

ASSEMBLERS / NYS

2850 W Columbus Ave

Chicago, IL 60652

Convoy Operations Team - (855) 526-6869

NOTES:

PO: Reference Number: 6521074 BOL Number: 24258

Customer Code: AMP, false

PAYOUT DETAILS

Redelivery	\$2,500.00
Transportation Services	\$2,300.00
sun-mon	\$150.00
Fri-Sat	\$150.00
sat-sun	\$150.00
mon-tues	\$150.00
Total	\$5,400.00



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Incidentals

Eligibility

To be eligible for incidentals related to the delay or cancellation of a shipment, the driver must:

- Be checked in prior to appointment time
- Have the required equipment and a clean, odorless, and serviceable trailer
- For reefer loads, pre-cool prior to appointment time
- If required by the shipper, submit any necessary detention or accessorial

Please make sure you are using our app to ensure you are meeting incidental policies

Detention Policy

Convoy's hassle-free detention policy starts 2 hours after the scheduled appointment time, and charges max out at five hours per stop. The rate is \$40 per hour with a max of \$200 per stop. Detention time is calculated from the app's GPS data and validated with the BOL. In addition to the requirements above, the following requirements must be met in order for a carrier to receive detention:

- The driver is using the app with location services enabled
- The driver arrives on time
- The driver requests detention through the Convoy app
- The BOL includes in/out times with a signature from the facility

If there are issues requesting detention in the app, the Driver must submit a request via convoy.com/detentionrequest and the following requirements must be met:

- Initial request was made in the Convoy app
- Requests made via convoy.com/detentionrequest within 24 hours after the shipment is complete
- Driver must submit a BOL with their detention request that includes:
 - In/out timestamps from the facility
 - Signature from an employee at the facility confirming in/out times

Layover, Redelivery Policies, TONU

If the eligibility requirements listed above are met, additional incidental policies are as follows:

- Incidentals must be requested to Convoy within 24 hours after the shipment is complete along with any verification needed
- The delay or cancellation must not be caused by the carrier
- Delays or cancellations must be confirmed by Convoy
- Layovers: \$150 (dry van) or \$250 (running reefers). Eligible after the initial 24-hour delay (paid via max detention) and for each 24 hour delay thereafter.
- Redelivery requirements from the customer must be met in order to receive payment (seals intact, paperwork submitted, etc.)
- TONU: \$150 (dry van), \$250 (running reefers), or the original cost of the shipment if it is less than the TONU rate. Eligible if the shipment is cancelled within four (4) hours of the original pickup appointment and the assigned driver arrives on-time or has an on-time ETA.



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Convoy reserves the right to issue an accessorial payment only if the charge can be collected from the shipper. The above policies are subject to change.



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FOOD GRADE TRAILER POLICY: DRIVER INFORMATION

Per compliance with the FSMA Final Rule on Sanitary Transportation of Human and Animal Food, trailers carrying Convoy loads requiring Food Grade Trailers should meet the following standards:

- Odor free
- Debris free
- Clean
- Dry (no wet spots, moisture, soils/stains, liquid residue)
- No holes/watertight/leak-proof
- Infestation/Pest/Rodent Free
- Structurally sound
- Trailer must never have transported toxic chemicals (including pesticides, rodenticides and insecticides), hazardous materials that were not properly packaged and lawfully transported, and refuse, garbage, trash or any municipal industrial solid or liquid waste of any kind. Also food waste, medical waste, commercial waste, or any other type of waste material, or similar scrap or salvage materials

If a trailer is rejected because it fails to meet any of the above food-grade requirements, it may result in a load cancellation and the truck will not be issued a truck-order-not-used (TONU).

If a carrier on a load finds an indication of a possible material failure of temperature control or other conditions that may render the food unsafe during transportation, the driver is responsible for communicating that information promptly to Convoy by calling (425) 214-1769 or reporting the problem in the Convoy app.